

COLTS NECK TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

BID SPECIFICATIONS

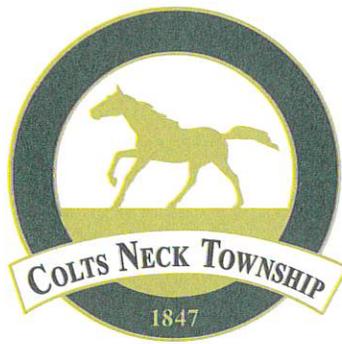
FOR LAWN AND FIELD MAINTENANCE SERVICES

INCLUDES THE FOLLOWING:

- Notice to Bidders
- Information for Bidders
- General Conditions
- Insurance Requirements
- Consent of Surety
- Non-Collusion Affidavit
- Disclosure Statement
- Affirmative Action Requirements, Questionnaire and Affidavit
- Disclosure of Investment Activities in Iran
- Specifications
- Proposal Form

BIDS RECEIVED: Wednesday, October 14, 2020
10:00 a.m., Town Hall
124 Cedar Drive
Colts Neck, NJ 07722

BY: Trina Lindsey
Municipal Clerk



Asbury Park Press
2601 Highway 66
Neptune, NJ 07754

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Municipal Clerk of Colts Neck Township at Town Hall, 124 Cedar Drive, Colts Neck, New Jersey 07722, Wednesday, October 14, 2020 at 10:00 a.m., prevailing time for **LAWN AND FIELD MAINTENANCE SERVICES**. Specifications are available in the office of the Municipal Clerk of Colts Neck Township and may be examined at the Colts Neck Township Town Hall, 124 Cedar Drive, Colts Neck, New Jersey 07722, during regular business hours of 8:30 a.m. until 4:30 p.m. Proposals must be enclosed in a sealed envelope addressed to the Municipal Clerk of Colts Neck Township, marked "Lawn and Field Maintenance Services" and must clearly set forth the contract price on the bidder's letterhead. The bids must be accompanied by a certified check, cashier's check or bid bond payable to Colts Neck Township as a guarantee that if the contract or agreement is awarded to the bidder, the bidder will enter into a contract therefor. The amount to be deposited shall be ten percent (10%) of the base bid, but not less than \$2,000.00 nor more than \$20,000.00.

Bidders are required to comply with the requirements of P.L. 1975, C., 127 (N.J.A.C. 17:27).

This bid is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et. seq.

The Township Committee of Colts Neck Township reserves the right to waive any informalities in or to reject any and all bids.

Bids may not be withdrawn within thirty (30) days after day of said opening.

Trina Lindsey, RMC
Municipal Clerk

BIDDERS CHECK LIST

<u>ITEM</u>	<u>CHECK</u>
Affirmative Action Requirements	_____
Non-Collusion Affidavit	_____
Insurance Requirements	_____
N.J. Business Registration Certificate	_____
Form W-9	_____
Consent of Surety	_____
Iran Disclosure form	_____
Disclosure Statement	_____
Information Required in Specifications	_____
Proposal/Agreement (2 signed copies)	_____

THIS CHECK LIST IS INTENDED AS A GUIDE ONLY
TO HELP BIDDERS IN THE
SUBMISSION OF COMPLETE BID PACKAGES.

INFORMATION FOR BIDDERS

I. GENERAL

- (a) Before submitting a proposal, each bidder must make a careful examination of conditions and specifications and fully inform himself thoroughly as to any special condition, contract and other documents.
- (b) Colts Neck Township may reject any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids and may reject any and/or all bids.
- (c) No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part hereto. Further, no bid shall be considered which is not properly executed or which is not accompanied with proposal security in the form and amount as set forth herein.
- (d) No oral, telegraph, e-mail or telephone bids or modifications will be considered.

II. RECEIPT AND OPENING OF BIDS

Bids will be received and opened by the Township Administrator as outlined in the Notice to Bidders and/or his authorized representatives.

III. PROPOSAL SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of 10% (but not less than \$2,000 nor more than \$20,000) of the bid, payable to Colts Neck Township. Bid security of all except the apparent three (3) lowest responsible bidders shall be returned, if requested, after ten (10) days from the opening of bids (Sunday and holidays excepted). On return of said security, that bid shall be considered as officially withdrawn.

Otherwise, within three (3) days after awarding of the contract and the approval of the contractor's performance bond, the bid securities of the remaining bidders shall be returned.

IV. SIGNATURES

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership, or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given.

A statement setting forth the names and addresses of all stockholders if a corporation, or

partners if a partnership, who own ten percent (10%) or more of the interest in the business, must be submitted with this bid unless previously filed with the Township.

V. AWARD OF CONTRACT AND ITS EFFECT

Within sixty (60) days after the opening of the bids, the Township Committee will act upon them. The award of a contract will be given for the successful bidder by notice in writing signed by a duly authorized representative of the Township. No other act of the Township or any official shall constitute the award of the bid. The award of the bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as herein before provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of an agreement of contract. The acceptance of a bid as provided herein shall constitute the award of the contract.

VI. OBLIGATIONS OF BIDDERS

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

VII. FORM OF PROPOSAL

All bids must be submitted on forms available from the Township Administrator.

Bids must be enclosed in sealed envelopes, addressed to Colts Neck Township, bearing on the outside the name and address of the bidder, and must be delivered at the place and time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

VII. IDENTICAL BIDS

The U.S. Department of Justice investigates identical bidding for property and services pursuant to public invitation for bids. Also, pursuant to Executive Order 10936, April 24, 1961, identical bids received by Colts Neck Township will be reported to the U.S. Attorney General with all information relative to the identical bids.

GENERAL CONDITIONS

1. THE BIDDER MUST SUBMIT HIS PROPOSAL ON THE ENCLOSED FORM AND MUST FURNISH ALL PERTINENT INFORMATION. FAILURE TO EXECUTE THIS FORM MAY BE JUST CAUSE FOR REJECTION OF BID.
2. AWARD OF CONTRACT SHALL BE BY RESOLUTION OF THE TOWNSHIP COMMITTEE OF COLTS NECK TOWNSHIP.
3. FOR PURPOSE OF EVALUATION, THE BIDDER MUST INDICATE ANY VARIANCE TO OUR SPECIFICATIONS, TERMS AND/OR CONDITIONS, NO MATTER HOW SLIGHT. IF VARIATIONS ARE NOT STATED IN THE PROPOSAL, IT WILL BE CONSTRUED THAT BID FULLY COMPLIES WITH OUR SPECIFICATIONS.
4. COLTS NECK TOWNSHIP RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, IF DEEMED TO BE IN THE BEST INTEREST OF COLTS NECK TOWNSHIP TO DO SO.
5. THE CONTRACT IS TO BE ENTERED INTO AND EXECUTED BY THE SUCCESSFUL BIDDER AND COLTS NECK TOWNSHIP WITHIN A PERIOD OF SIXTY DAYS AFTER ACCEPTANCE OF THE BID.
6. PAYMENT SHALL BE MADE IN THE FOLLOWING MANNER; AFTER SATISFACTORY PERFORMANCE, THE CONTRACTOR SHALL SUBMIT A MONTHLY DETAILED BILL AND CERTIFIED VOUCHER FOR SERVICES RENDERED. THE TOWNSHIP WILL CHECK FOR ACCURACY AND FORWARD INVOICE AND VOUCHER THROUGH THE PRESCRIBED CHANNELS FOR PAYMENT.
7. TOWNSHIP WILL NOT ASSUME RESPONSIBILITY FOR BIDS FORWARDED BY MAIL. IT IS THE BIDDER'S RESPONSIBILITY TO SEE THAT BIDS ARE PRESENTED TO THE COMMITTEE ON THE HOUR AND AT THE PLACE DESIGNATED.
8. THE TOWNSHIP IS EXEMPT FROM ALL FEDERAL, STATE AND MUNICIPAL EXCISE, SALES AND OTHER TAXES.
9. FAILURE TO OFFER A COMPLETE BID, ON ALL SECTIONS OF THIS INVITATION, MAY BE JUST CAUSE FOR REJECTION OF THE BID AS NOT MEETING SPECIFICATIONS.
10. IN THE EVENT OF TIE BIDS, THE TOWNSHIP SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS TO THE VENDOR SELECTED BY THE TOWNSHIP AT ITS SOLE DISCRETION.
11. DURING THE TIME THAT THIS PROJECT IS BEING ADVERTISED FOR BIDS ALL ADDENDUMS TO THE PLANS, SPECIFICATIONS OR CONTRACT CONDITIONS WILL BE COMMUNICATED TO ALL BIDDERS BY CERTIFIED MAIL SO AS TO

INSURE THAT THEY WILL HAVE ALL AVAILABLE SUPPLEMENTAL INFORMATION BEFORE BIDS ARE RECEIVED BY THE TOWNSHIP.

12. THE BIDDER IS ADVISED THAT SUBLETTING OR SUBCONTRACTING OF THE ENTIRE CONTRACT WILL NOT BE PERMITTED.

13. ALL ERASURES, INTERPOLATIONS AND OTHER PHYSICAL CHANGES TO THE BID PROPOSAL FORM SHALL BE INITIALED BY AN APPROPRIATE OFFICIAL OF THE BIDDER.

14. **BIDS WILL BE ACCEPTED BY THE MUNICIPAL CLERK UNTIL 10:00 A.M., WEDNESDAY, OCTOBER 14, 2020 AT THE COLTS NECK MUNICIPAL BUILDING, 124 CEDAR DRIVE, COLTS NECK, N.J. 07722.**

15. **BIDS SHALL BE IN A SEALED ENVELOPE, WHICH SHALL BE MARKED "SEALED BID FOR LAWN AND FIELD MAINTENANCE SERVICES".**

16. ALL BIDS MUST BE ACCOMPANIED BY A CONSENT OF SURETY, WHICH WILL GUARANTEE THAT THE BIDDER WILL PROVIDE A SURETY BOND AFTER CONTRACT AWARD.

17. THE SUCCESSFUL BIDDER SHALL FURNISH THE TOWNSHIP ADMINISTRATOR WITHIN TEN (10) DAYS FROM THE DATE OF CONTRACT AWARD, A PERFORMANCE BOND, ACCEPTABLE TO THE TOWNSHIP IN THE FULL AMOUNT OF THE BID AWARD SECURING THE FAITHFUL PERFORMANCE OF THE SUCCESSFUL BIDDER BY A SURETY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF NEW JERSEY.

18. EACH SUCCESSFUL BIDDER MUST AGREE TO COMPLY WITH P.L. 1975c127 (AFFIRMATIVE ACTION), P.L. 1977c33 (NON-COLLUSION), AND P.L. 1977c33 (DISCLOSURE).

19. **EACH SUCCESSFUL BIDDER MUST INCLUDE A CURRENT NJ BUSINESS REGISTRATION CERTIFICATE WITH YOUR BID. FAILURE TO SUBMIT SAID CERTIFICATION WILL RESULT IN DISQUALIFICATION OF YOUR BID.**

INSURANCE REQUIREMENTS

THE CONTRACTOR SHALL NOT COMMENCE ANY WORK UNTIL HE OBTAINS, AT HIS OWN EXPENSE, ALL THE REQUIRED INSURANCE. NOTHING CONTAINED IN THESE INSURANCE REQUIREMENTS IS TO BE CONSTRUED AS LIMITING THE EXTENT OF THE CONTRACTOR'S RESPONSIBILITY FOR PAYMENT OF DAMAGES RESULTING FROM HIS OPERATIONS UNDER THE CONTRACT.

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN INSURANCE WITH COMPANIES SATISFACTORY TO THE TOWNSHIP AS FOLLOWS:

A. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE COVERING ALL OF THE CONTRACTOR'S EMPLOYEES DIRECTLY OR INDIRECTLY ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. THIS INSURANCE SHALL COMPLY WITH THE STATUTORY REQUIREMENTS OF THE STATE OR STATES INVOLVED AND SHALL HAVE AN EMPLOYER'S LIABILITY INSURANCE LIMIT OF NOT LESS THAN \$500,000.

B. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTOR'S PROTECTIVE, COMPLETED OPERATIONS AND CONTRACTUAL LIABILITY INSURANCE WITH MINIMUM LIMITS OF NOT LESS THAN A COMBINED SINGLE LIMIT OF \$2,000,000. THE PROPERTY DAMAGE LIABILITY INSURANCE SHALL INCLUDE THE BROAD FORM PROPERTY DAMAGE LIABILITY ENDORSEMENT AS WELL AS COVERAGE FOR THE EXPLOSION, COLLAPSE AND UNDER GROUND (XCU) HAZARDS. ALL LIABILITY COVERAGES SHALL BE ON AN OCCURRENCE BASIS.

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERING CONTRACTOR FOR CLAIMS ARISING FROM ALL OWNED, HIRED AND NON-OWNED VEHICLES WITH LIMITS OR NOT LESS THAN A COMBINED SINGLE LIMIT OF \$2,000,000.00.

D. CONTRACTUAL LIABILITY INSURANCE MUST BE INCLUDED IN THE COMPREHENSIVE GENERAL LIABILITY INSURANCE DESCRIBED IN SUB-PARAGRAPH B ABOVE, SPECIFICALLY INSURING THE INDEMNIFICATION CLAUSE SPECIFIED HEREINAFTER.

E. POLICY LIMITS LISTED ABOVE ARE MINIMUM UNLESS DIFFERENT AMOUNTS EXPRESSLY CALLED FOR IN SPECIFICATIONS FOR THE ITEM BID, AND WHEREVER THE LAW REQUIRES HIGHER LIMITS, THE HIGHER LIMITS SHALL GOVERN.

F. CERTIFICATES OF THE INSURANCE REQUIRED ABOVE MUST BE FILED WITH THE TOWNSHIP BEFORE THE CONTRACT IS SIGNED. THE COMPREHENSIVE

GENERAL LIABILITY CERTIFICATE MUST SPECIFICALLY STATE THAT STANDARD CONTRACTUAL LIABILITY INSURANCE IS IN FORCE INSURING INDEMNIFICATION CLAUSE, AND THE INDEMNIFICATION CLAUSE MUST BE TYPED ON THE CERTIFICATE. ALL CERTIFICATES MUST PROVIDE FOR 15 DAYS PRIOR WRITTEN NOTICE TO THE OWNER OF POLICY CANCELLATION OR MATERIAL CHANGE.

G. COPIES OF THE INSURANCE POLICIES REQUIRED MUST BE FILED WITH THE TOWNSHIP BEFORE ANY WORK IS STARTED BY THE CONTRACTOR.

H. POLICIES SHALL REMAIN IN FORCE AND/OR RENEWED FOR THE DURATION OF THE CONTRACT PERIOD.

I. INDEMNIFICATION CLAUSE: "THE CONTRACTOR SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND THE TOWNSHIP, ITS OFFICERS AND EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY CLAIMS, LOSSES OR DAMAGE ARISING OR ALLEGED TO ARISE FROM THE PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER".

J. THE TOWNSHIP WILL BE NAMED AN ADDITIONAL INSURED ON ALL INSURANCE POLICIES OF THE SUCCESSFUL BIDDER TO BE PROVIDED UNDER THESE SPECIFICATIONS.

AFFIRMATIVE ACTION REQUIREMENTS

1. THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY RULES, REGULATIONS AND ORDERS PROMULGATED BY THE STATE TREASURER PURSUANT TO P.O. 1975, C.127, AND/OR PURSUANT TO ANY AUTHORITY DELEGATED THIS POLITICAL SUBDIVISION OR AGENCY BY THE STATE TREASURER. THE CONTRACTOR WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY A DULY APPOINTED REPRESENTATIVE OF THE STATE TREASURER FOR PURPOSE OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH RULES, REGULATIONS AND ORDER ADOPTED TO P.L. 1975, C.127, AND PURSUANT TO THE PROVISIONS OF N.J.S.A. 10:2-1 THROUGH 10:2-4 AND ALL RULES AND REGULATIONS PROMULGATED THEREUNDER.

2. IN THE EVENT OF THE CONTRACTOR NONCOMPLIANCE WITH THE SPECIFICATION OR OF ANY RULES, REGULATIONS, OR ORDERS PROMULGATED BY THE STATE TREASURER PURSUANT TO P.L. 1975, C.127 OR WITH THE PROVISION OF N.J.S.A. 10:2-1 THROUGH 10:2-4 OR RULES OR REGULATIONS PROMULGATED THEREUNDER, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART, AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE BY THE STATE TREASURER FOR FURTHER PUBLIC WORKS CONTRACTS. SUCH OTHER SANCTIONS AS MAY BE ADOPTED BY THE STATE TREASURER PURSUANT TO P.L. 1975, C.127, MAY BE IMPOSED FOR THE AFOREMENTIONED VIOLATIONS.

3. THE CONTRACTOR WILL INCLUDE THE AFOREMENTIONED CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY P.L. 1975, C.127 OR RULES, REGULATIONS OR ORDERS PROMULGATED THEREUNDER BY THE STATE TREASURER, SO THAT ALL OF THE AFOREMENTIONED CLAUSES WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE STATE TREASURER MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE.

4. FOR THE PURPOSE OF THIS SPECIFICATION, THE FOLLOWING TERM SHALL HAVE THE FOLLOWING MEANING:

A. "AFFIRMATIVE ACTION" MEANS PROCEDURES WHICH ESTABLISH HIRING AND EMPLOYMENT GOALS, TIMETABLES, AND PRACTICES TO BE IMPLEMENTED, WITH GOOD FAITH EFFORTS, FOR MINORITY GROUP MEMBERS.

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

A. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED EQUALLY DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. SUCH ACTION SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

B. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX.

C. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

D. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH ANY REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C.127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

E. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY SECTION 5.2 OF THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C.127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY

EMPLOYMENT GOALS DETERMINED BY THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C.127 AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

F. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING ALL RECRUITMENT AGENCIES, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, OR ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICE.

G. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

H. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

IF THE CONTRACTOR IS OPERATING UNDER A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM OR IF THE PERSON IS A SUBCONTRACTOR WITH FOUR (4) OR LESS EMPLOYEES OR A PROCUREMENT OR SERVICE SUBCONTRACTOR LOCATED OUTSIDE OF NEW JERSEY, PARAGRAPHS D, E, F, G, AND H ARE NOT APPLICABLE. HOWEVER, ALL OTHER PARAGRAPHS SHALL APPLY.

QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACTS

1. OUR COMPANY HAS A FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL.

_____ YES

_____ NO

IF YES, SUBMIT A PHOTOCOPY OF SAID APPROVAL.

2. IF YOU DO NOT HAVE A STATE APPROVAL, INDICATE WHETHER YOU HAVE

_____ MORE THAN 50 EMPLOYEES

_____ LESS THAN 50 EMPLOYEES

3. IF YOU HAVE MORE THAN 50 EMPLOYEES, PLEASE SEND US AN AFFIRMATIVE ACTION FORM FOR OUR COMPLETION. (AA 302 - AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT)

4. IF YOU HAVE FEWER THAN 50 EMPLOYEES, PLEASE SEND AN AFFIDAVIT FOR OUR COMPLETION.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

CONTRACTOR - PLEASE COMPLETE AND SIGN THIS FORM

NON-COLLUSION BIDDING CERTIFICATION

RE:

DATE:

"BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF:

1. THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR;
2. UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITOR;
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP, OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION".

SIGNATURE _____

NAME/TITLE _____

CORPORATION _____

ADDRESS _____

TELEPHONE NO. _____

Sworn and subscribed before me
this _____ day of _____ 20__.

(Notary Seal)

CONSENT OF SURETY

In consideration of the premises and the One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, or re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be hereto attached by the company.)

Surety Company

BY: _____
Surety Company
Attorney-in-Fact

Attest

**IMPORTANT: BIDDER MUST HAVE THIS CONSENT OF SURETY FORM
COMPLETED.**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

**LAWN AND FIELD MAINTENANCE CONTRACT
2021-2022 SEASON
SPECIFICATIONS**

Colts Neck Township (the "Township") is soliciting bids for Lawn and Field Maintenance for the athletic fields and common park areas within Colts Neck Township.

Bids shall be submitted to the Municipal Clerk, Colts Neck Township, 124 Cedar Drive, Colts Neck, New Jersey. Bids shall be submitted no later than October 14, 2020 at 10:00 a.m..

Site inspections of all park locations, weather permitting, is scheduled for September 17, 2020 at 9:00 a.m. All prospective bidders shall meet at Town Hall, Colts Neck Township, 124 Cedar Drive, Colts Neck, New Jersey. It is not a mandatory requirement, but all interested vendors are strongly encouraged to attend.

This contract will be awarded for a period of two years with the option to renew for an additional third year at the sole discretion of the Township. The contract period will run from April 15, 2021 through October 31, 2022. The Township reserves the right to exercise the option to renew this contract for an additional third year period from April 1, 2023 – October 31, 2023.

The Township reserves the right to modify this specification based on results of soil samples received during the course of the contract period, and based upon the re-evaluation of all athletic fields and common areas within the Township owned parks.

Notice of revision or addenda to the advertisements of bid documents will be no later than (5) five days, including Saturdays, Sundays and Holidays, prior to the date from acceptance of bids.

Information for Bidders

This specification includes the approximate square feet of all athletic playing field surfaces and all common areas within the park to be maintained by the successful bidder. For answers to any questions regarding bid specifications, the bidder shall contact John Antonides, QPA, 732-462-5470 ext. 106; jantonides@coltsneck.org. Any questions regarding this bid must be resolved prior to submission of the bid.

SCHEDULE AND SCOPE OF SERVICES OF ATHLETIC FIELD AND COMMON AREA MAINTENANCE:

Park locations' approximate acres for athletic playing field surfaces and common areas within the parks and Municipal Complex to be maintained by the successful bidder (the "Bidder" or "Contractor"):

124 Cedar Drive - Municipal Complex: Block 16, Lot 11

Approximately 20 acres including roadway, parking lots, walkways, buildings and ponds.

Grass cutting and maintenance once every week and all associated work including trimming bushes/trees as needed, string trimming, garbage clean up, clearing and removal of all rubbish, brush, weeds and grass from drainage ditches, outfalls, and storm drains. Also, provide a once a year annual clean up of the municipal complex (twigs, branches, leaves and debris on the grounds. This is usually done at the end of March or April. Spread black root mulch with pre-emergence around all trees and building where needed.

Five Point Park: Block 41, Lot 31

Approximately 5.05 acres, including soccer fields and baseball field.

Grass cutting twice a week or as directed by the DPW Director or his/her designee. All grass outside the playing field cut once a week. All associated work including string trimming, garbage clean up, clearing and removal of all rubbish, brush, weeds and grass from drainage ditches, outfalls, and storm drains.

Laird Park: Block 20, Lot 10

Approximately 10.5 acres, Baseball fields 1, 2, 3 & 4.

Grass cutting twice a week or as directed by the DPW Director or his/her designee. All grass outside the playing field cut once a week. All associated work including string trimming, garbage clean up, clearing and removal of all rubbish, brush, weeds and grass from drainage ditches, outfalls, and storm drains.

Bucks Mill Park: Block 23, Lot 37

Approximately 34.73 acres including upper playing fields, lower playing fields, parking lot area grass, surrounding pavilion and around Community Center.

Grass cutting twice a week or as directed by the DPW Director or his/her designee. All associated work including string trimming, garbage clean up, clearing and removal of all rubbish, brush, weeds and grass from drainage ditches, outfalls, and storm drains.

Cedar Drive School: Block 23, Lot 6

Approximately 7 acres including upper and lower soccer fields, football and softball fields.

Grass cutting twice a week or as directed by the DPW Director or his/her designee. All associated work including string trimming, garbage clean up, clearing and removal of all rubbish, brush, weeds and grass from drainage ditches, outfalls and storm drains.

SPECIFICATION:

Mowing and maintenance should commence on or about April 15, 2021 and take place every week until notified by the Department of Public Works (DPW) to stop service, on or about October 31, 2021

Scope of Work:

1. Cutting of grass

- All grass areas will be cut on a seven day cycle starting April 15 (weather permitting) and ending on or about October 31, of each contract year, pending approval from DPW Director. The grass cutting schedule will be developed with the DPW Director and shall take into account, among other things, the recreation schedule on Township fields.
- Height of grass will be 2 ½ to 3 inches or as told by the DPW Director.
- All trimming of grass will also be done with every other cutting cycle.
- Grass will be recycled back into the ground.
- All sidewalks must be clean of debris and grass clipping to prevent tracking it in the buildings.
- Mowing shall take place on any day between the hours of 7:00 a.m and 3:30 p.m. except as otherwise agreed upon between the Contractor and the DPW Director.
- Lawnmowers shall not go over garbage in grass areas. Garbage must be cleared and disposed of by Contractor.
- No grass clipping shall be left on flower beds or on any clay infields.
- Lawnmowers are to be driven at safe speeds to ensure proper cutting techniques.

Bidder's Responsibility

Contractor will need to list a minimum of five (5) references where the successful completion of a contract of this nature has been performed. Please list a contact person, direct phone number for the contact, and the length of time you were under contract with each reference. Contractor **shall** have a minimum of three (3) years experience in the area of park and athletic field maintenance.

Contractor must have an experienced consultant to oversee work being performed.

Successful Contractor must hold a Category 3B license for turf pest control and be registered as a Pesticide Applicator Business. A copy of the license must be presented with the bid submission. The N.J. Pesticide Regulations can be found in the Administrative Code Title 7, Chapter 30 subchapters 1-11.

Contractor shall carry commercial general liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate, and must be willing and able to name the Township as an additional insured.

Contractor shall be required to indemnify, defend and hold harmless the Township for all of Contractor's negligent acts or omissions, and the negligent acts or omissions of Contractor's employees, agents, and/or licensees/assignees (if licensure or assignment is authorized by the Township, per the contract).

All herbicides can be used along the fence-lines. Herbicides shall be used at the discretion of the pesticide licensee.

Contractor must furnish an inventory of equipment owned or leased for the successful implementation of this Contract and Specification.

Only turf tires shall be permitted on lawn areas to be treated. No ribbed, agricultural, dual or street tires to be permitted on lawn areas.

Irrigation Systems: At the current time, Laird Park (infield) and 5 Point Park (soccer and baseball) are the only parks with irrigated athletic fields. In areas where there are hose bibs and sprinklers, the appropriate equipment shall be used so as not to cause damage to sprinkler heads, valve boxes, or hose bibs. It is the Contractor's responsibility to mark out irrigation heads and control boxes prior to any aeration and slit seeding of athletic fields.

Litter and Debris: It is the Contractor's responsibility to maintain the park areas in a neat and attractive condition.

Reporting of Damage: Any vandalism or storm damage to the parks' areas, or to any trees, bushes, or objects located in the park area, will be reported to the DPW Director as soon as possible by the Contractor.

Work Schedule: The work performed by the Contractor, as described in this contract, will take place from approximately April 15 to October 31, of each contract year.

Hours of Work: The Contractor may perform the work on any day(s) of the week, between the hours of 7:00 a.m. and 3:30 p.m. The Contractor will coordinate the scheduling of work with the DPW Director.

Equipment: The Contractor is responsible for providing, maintaining, and transporting all necessary equipment, and fuel for its use, in connection with the contract.

Personnel: The Contractor's personnel shall, at all times, present a neat appearance. The Township and the Contractor will each be promptly notified by the other of any complaints received with regard to the Contractor's employees. The Contractor shall utilize competent employees in performing the work specified in this Contract. At the request of the Township, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.

Supervision, Consultation and Reporting: It is agreed that the DPW Director or his/her authorized representative and the Contractor must mutually understand work priorities, maintenance methods, and management techniques. Upon request and/or necessity, an authorized municipal representative will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the DPW Director or his/her authorized representative and subject to this approval. The Contractor will provide, upon request, reports of work performed.

Mandatory Condition of this Contract: The Contractor **must** notify the DPW Director 24 hours prior to commencing any spreading, applying or laying of materials or chemicals at the Township athletic fields and common park areas in the event a Township employee desires to be present to confirm the delivery of said materials and the application of same. **Failure to notify the Township may result in the denial of payment for the materials applied by the Contractor.** The Contractor must demonstrate (prior to application) that the proper type and amount of materials or chemicals are being used for each work task. If requested, the Contractor must verify the materials applied by submission of material tickets following each application.

Obstruction of Streets and Rights of Way: The Contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. Warning signs and barricades shall be furnished and erected by the Contractor when warranted. It is the Contractor's responsibility to remove all surplus material and debris as work progresses in order that the public will have adequate use of the affected areas. All areas are to be adequately marked to indicate the presence of chemicals that have been applied.

Accident Prevention: The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. DPW Director or his/her authorized representative, may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

Payment: Upon satisfactory performance of services, the Contractor will be paid when signed vouchers and invoices reflecting services rendered are provided to the Township and have been duly approved by the Governing Body.

Liquidated Damages and Default: If the Contractor fails to perform the work in the manner specified by this Contract, the Township may, at its option, assess the Contractor for each day that the work is not performed. **The assessment will not be more than two hundred dollars (\$200) per calendar day. Before assessing liquidated damages, the Township will notify the Contractor of the problem and allow the Contractor forty-eight (48) hours to take corrective action.** If, after further written notice, the Contractor fails to take corrective action, the Township may terminate this Contract and enter into a Contract with another Contractor, or may perform the work itself. The cost of performing the work will be deducted from any amount due under the Payment Schedule. To the extent the cost of performing the work by the substitute Contractor exceeds the amount due under the Payment Schedule, the Contractor shall be liable for and agrees to reimburse the Township for all such amounts.

No Assignment of Bid: The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit

the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that Colts Neck Township agrees to the assignment or disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

Errors in Price Calculation: Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then Colts Neck Township may not award a contract until all tabulations are complete.

Contact Person: Contractor shall identify in writing contact person and emergency contact person who will be point person for all communications, problems and/or requests.

Contact person(s) for Colts Neck Township shall be:

- Louis Bader, 732-810-3523
- Ken Olson, 732-810-3650

PROPOSAL/AGREEMENT

Bidder will satisfactorily complete the work in this contract for the following prices:

Location 1 – Cedar Drive – Municipal Complex:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Location 2 – Five Point Park:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Location 3 – Laird Park:

\$ _____ Per Cut x Approximately 52 Cuts \$ _____

(IN WORDS)

Location 4 – Bucks Mill Park:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Location 5 – Cedar Drive School:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Total Bid of all Locations

Total Bid (Extended pricing) \$ _____

(IN WORDS) (Award Purpose only)

Bid award for Lawn Maintenance will be determined by the total price per locations of bid. The Township also reserves the right to award to more than one vendor.

Bid base hourly rate billing starts when Contractor begins work at the site. There is NO travel allowance. The bid is for one hourly rate. There is no allowance for overtime or double time. Payment shall only be made at the bid base rate. Prices shall remain fixed for 12 months of initial contract and shall remain the same should the Township exercise the option to extend the contract for an additional 12 months. NO WORK MAY BE PERFORMED UNTIL A PURCHASE ORDER IS ISSUED.

ATTEST:

COLTS NECK TOWNSHIP

Trina Lindsey, RMC

Municipal Clerk

(Seal)

By: _____

Kathleen Capristo, Township Administrator

By: _____

Frank Rizzuto, Mayor

And

By: _____

(Company Name)

Secretary/Treasurer

By: _____

Signature of Principal(Corp Seal)

PROPOSAL/AGREEMENT

Bidder will satisfactorily complete the work in this contract for the following prices:

Location 1 – Cedar Drive – Municipal Complex:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Location 2 – Five Point Park:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Location 3 – Laird Park:

\$ _____ Per Cut x Approximately 52 Cuts \$ _____

(IN WORDS)

Location 4 – Bucks Mill Park:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Location 5 – Cedar Drive School:

\$ _____ Per Cut x Approximately 26 Cuts \$ _____

(IN WORDS)

Total Bid of all Locations

Total Bid (Extended pricing) \$ _____

(IN WORDS) (Award Purpose only)

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Municipal Clerk
(Seal)

By: _____
Kathleen Capristo, Township Administrator

By: _____
Frank Rizzuto, Mayor

And

By: _____
(Company Name)

Secretary/Treasurer

By: _____
Signature of Principal(Corp Seal)